🌍 Final Case Summary (Anonymized)

Title

Access Without Access: A Case of Tuition Retention Without Educational Delivery in Japan

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1. Overview

The plaintiff enrolled in a distance education program at a private university in Japan and paid approximately 150,000 yen in admission and tuition fees.

However, the plaintiff:

- Never received login access
- Never accessed any learning system
- Never submitted assignments or took exams

Despite this, the institution did not provide a detailed justification for refusing any refund of the tuition.

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2. Key Facts (Based on Supporting Evidence)

Payment

- Full tuition and fees were paid (payment records available)

Lack of System Access

- No login credentials were issued for the learning system (LMS)
- No system access logs exist
- No coursework was submitted
- No examinations were taken

👉 These points were acknowledged by the institution

No Educational Participation

- No classes attended
- No materials effectively accessed
- No academic progress

Formal Complaint

- A formal refund request was sent via certified mail
- Delivery was confirmed

- The institution declined the refund without detailed explanation

Institution’s Position
The institution maintained that educational services were provided because the student had the ability to:

- register for courses
- request materials
- access systems

Even though none of these actions were actually performed.

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3. Core Legal Issue

Can an institution be considered to have provided educational services when the student had no actual access, no participation, and no usable system?

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4. Structural Problem

This case highlights a structural issue:

- Access requires additional procedures and steps
- Without completing them, services are not practically usable
- Tuition may remain non-refundable regardless of actual use

👉 This suggests a “constructive provision” model:
Services are deemed provided even when they are not functionally accessible

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5. Conflict of Interpretations

Plaintiff	Institution
No access = No service	Opportunity = Service
No login, no usage	System availability is sufficient
Functional reality	Formal entitlement

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6. Why This Matters

This case raises broader concerns:

- Consumer protection in education
- Fairness of non-refundable tuition policies
- The gap between formal rights and practical access

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7. Conclusion

The institution retained full tuition despite:

- Zero access
- Zero participation
- No measurable educational outcome

This raises fundamental questions about:
What constitutes “education provided” in modern digital systems?

Note

This document is an anonymized and reconstructed summary created for analytical purposes.
All identifying details have been removed, and it does not represent a complete or official record of any specific case.

Judgment Summary and Commentary (Anonymized)

Court: a summary court in Japan
Date: early 2026
Case No.: omitted for anonymization
Plaintiff: K.S.
Defendant: a private university in Japan

Disposition

The Plaintiff’s claim was dismissed.
The Plaintiff was ordered to bear all litigation costs.

Overview of the Case

The Plaintiff paid approximately 150,000 yen as admission-related fees to enroll in the Defendant’s distance education program.

After subsequently withdrawing, the Plaintiff argued that:

- The non-refund clause was invalid under consumer protection law
- No educational services were effectively provided

The Plaintiff therefore sought a full refund on the basis of unjust enrichment.

Court’s Key Findings

1. Formation of Contract

The Court held that a valid enrollment contract was formed upon admission approval, including acceptance of refund-related terms.

2. Nature of the Fees

The total payment was categorized as follows:

- Admission-related fees (generally non-refundable)
- Tuition (approximately 100,000 yen)
- Other costs (e.g., materials, association fees)

3. Non-Refund Clause

The Court treated the clause as a form of liquidated damages under consumer law, which is generally enforceable unless it exceeds the scope of average damages.

4. Evaluation of Educational Service Provision

The Court rejected the Plaintiff's argument that no services were provided, reasoning that:

- Media-based courses required additional procedures and fees
- Materials were not provided because they were not requested
- The Plaintiff had opportunities to register, inquire, and access systems

On this basis, the Court concluded that it could not be said that services were not provided.

5. Conclusion on Refund

The Court held that the Defendant had legal grounds to retain the full payment and that the Plaintiff had not demonstrated that the clause exceeded reasonable damages.

6. Additional Procedural Note

After oral arguments concluded, the Plaintiff attempted to reduce the claim to approximately 100,000 yen (tuition only).
However, as the Defendant did not respond, the Court treated this as procedurally ineffective and rendered judgment on the original amount.

Commentary (Comparative Perspective)

From a comparative perspective, this case raises questions regarding the distinction between formal access and effective access to services.

While the Court emphasized the availability of procedural opportunities (e.g., course registration and inquiries), it did not explicitly examine whether those opportunities were practically usable.

In particular, access to educational services depended on prior procedural steps, which themselves presupposed the ability to engage with the system.

This may be understood as a situation where formal availability does not necessarily ensure practical accessibility.

Such issues are increasingly discussed in relation to consumer contracts, digital services, and access to education, especially regarding whether legal analysis should prioritize formal entitlement or substantive usability.

Keywords

unjust enrichment, consumer contract, distance education, non-refund clause, access to services, formal vs effective access

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Complaint (Anonymized)

Date: late 2025
To: a summary court in Japan
Plaintiff: Anonymous
Defendant: a private university corporation in Japan
Representative: President of the institution

Relief Sought

1. The defendant shall pay the plaintiff approximately ¥150,000.
2. The defendant shall bear the litigation costs.

Cause of Action

1. Factual Background

- The plaintiff enrolled in the defendant's distance education program for the 2024 academic year and paid approximately ¥150,000 as enrollment-related fees (supporting documentation available).
- This amount included approximately ¥100,000 in tuition and additional fees for materials and related costs.
- The defendant represented that it would provide distance education services equivalent to a standard annual course load.
- However, as detailed below, no meaningful educational services were provided.

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2. Specific Facts

(1) No Login Credentials Issued

- According to the defendant's written response, no login credentials were issued due to withdrawal in late 2024.
- As a result, the plaintiff could not access any online systems.

(2) No Login History

- The defendant confirmed that no login activity existed.
- This indicates that no practical opportunity to attend classes was available.

(3) Course System Was Not Practically Usable

- No learning materials were delivered

- Assignments could not be submitted
- Examinations could not be taken
- No instructional guidance was provided

The mere theoretical ability to register for courses did not result in actual access to educational services.

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3. Defendant’s Position

- The defendant asserts that the availability of course registration constitutes provision of services.
- However, in practice:
    - No teaching activities occurred
    - No materials were delivered
    - No classes were accessible
    - No credits could be earned

👉 No meaningful educational outcome was achieved.

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4. Non-Refund Policy

- The defendant relies on internal rules stating that paid fees are non-refundable.
- Such provisions may be subject to limitations under consumer protection law.
- Therefore, refusal to refund based solely on internal rules raises legal concerns.

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5. Unjust Enrichment (Civil Code Article 703)

- The defendant did not provide meaningful educational services, including:
    - Classes
    - Learning materials
    - System access
    - Credit certification
    - Examinations
    - Instruction
- Despite this, the defendant retained approximately ¥150,000.
- This may constitute a benefit without sufficient legal basis.

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6. Demand by Certified Mail

- In mid-November 2025, the plaintiff sent a formal refund request by certified mail.
- Delivery was confirmed.
- No substantive response was provided within the specified period.

Conclusion

The plaintiff did not receive meaningful educational services, and the legal basis for retaining the payment is disputed.
Accordingly, the plaintiff seeks reimbursement on the basis of unjust enrichment.

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This document is an anonymized and reconstructed version of a legal complaint for analytical purposes and does not represent an official court filing.

Key Legal Questions (Analytical Framework)

1. Formal vs Effective Access

To what extent should courts distinguish between formal access and effective access when evaluating the provision of services in consumer contracts?
Is the mere availability of procedures sufficient to establish that a service has been provided?

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2. Structural Constraints in Service Design

Can a system be considered fair if access to services depends on procedural steps that themselves require prior access or capacity?
At what point might such a structure become legally problematic?

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3. Interpretation of “Average Damages”

How should “average damages” be assessed in cases involving non-refundable educational fees?
Should institutions be required to demonstrate the factual basis for such calculations?

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4. Education: Commodity or Public Good

Should higher education be treated purely as a contractual service, or does it retain characteristics of a public good that justify enhanced consumer protection?

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5. Access to Justice (Procedural Dimension)

Does procedural rigidity create barriers to justice for individual litigants?
How do different legal systems balance procedural order and substantive fairness?

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6. Comparative Perspective

How might courts in other jurisdictions (e.g., the United States or Germany) approach disputes involving unused educational services and non-refund clauses?

Litigation Timeline (Anonymized Summary)

Case Overview

Distance education tuition dispute involving a private university in Japan.

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1. Key Phases

Enrollment Phase (mid-2024)

- Enrollment completed and fees of approximately ¥150,000 were paid
- Admission was confirmed by the institution
- Initial uncertainty regarding access to learning systems

Access and Procedure Phase (mid to late 2024)

- Inquiry made regarding login credentials for online courses
- Response indicated that access depended on course registration procedures
- Courses were registered through the system
- Additional procedures and payments were required for full participation
- Some steps were completed, but not all requirements were fulfilled

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Withdrawal Phase (late 2024)

- Inquiry made regarding refund policy
- Institution responded that fees were non-refundable
- Withdrawal procedures were completed
- Practical participation in courses did not occur

Litigation Phase (late 2025 to early 2026)

- Complaint filed seeking refund based on unjust enrichment
- Defendant argued that services were available and contract terms applied
- Oral proceedings were conducted
- Judgment dismissed the claim and assigned costs to the plaintiff

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2. Key Observations

1. Gap Between Claim and Legal Recognition

- Plaintiff: No meaningful educational services were provided
- Defendant: Lack of participation due to incomplete procedures
- Court: Emphasized contractual and procedural compliance

👉 Legal evaluation focused on formal obligations rather than experiential access

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2. Importance of Procedures and Timing

- Timing of payments and procedural steps significantly influenced the outcome
- Procedural deadlines played a critical role

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3. Role of Documentation

- Court decisions were based primarily on submitted documents and formal records
- Personal experiences had limited direct impact on legal evaluation

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4. Formal vs Substantive Access

- Services were considered “provided” based on formal availability
- Actual usability was not the central focus of legal analysis

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5. Practical Insight

- Perceived lack of service does not necessarily translate into legal success
- Procedural compliance and contractual structure are decisive factors

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3. Summary

- Courts prioritize contractual structure and procedural compliance
- Subjective experience has limited influence on legal outcomes
- Accurate documentation and procedural awareness are critical

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Key Takeaway

Even where services are not practically utilized, courts may focus on formal contractual structure and procedural availability in determining whether obligations have been fulfilled.

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Summary of Institutional Position in a Distance Education Dispute

1. ID / Login Related

- Login instructions for the learning system were provided via the portal
- No login records exist following withdrawal (late 2024)
- Consequently, no confirmation of login usage is available

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2. Course Registration / Applications

- Multiple course registrations occurred between late August and early September 2024
- Media-based course applications were submitted in early September
- Some detailed logs were not available

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3. Tuition / Payment

- An invoice for multiple courses (approximately ¥140,000) was issued in mid-September
- No payment was made by the deadline (early October 2024)

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4. Academic Activity

- No login activity
- No assignment submissions
- No credits earned

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5. Provision of Learning Opportunities (Institution’s Position)

- Due to unpaid tuition and subsequent withdrawal, the institution asserts no obligation to provide courses
- Academic guidance and portal instructions were provided in advance

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6. Refund Policy (Institution’s Interpretation)

- Tuition: considered non-refundable once course registration occurred

- Admission-related fees: non-refundable outside designated periods
- Supplementary materials: treated as non-refundable once provided
- Alumni-related fees: handled by a separate entity

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7. Final Position

- The student registered for courses and later withdrew
- The institution maintains that:
    - Services are considered provided
    - No unjust enrichment occurred
    - No refund is warranted under its interpretation

Key Takeaway

Although course registration occurred, no participation followed due to unpaid fees and withdrawal. The institution interprets this as sufficient to consider services provided.

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Summary of Institutional Final Position in a Distance Education Dispute

1. Tuition and Service Provision

- Tuition primarily covers correspondence-based study under a report-based system
- The institution maintains that educational services are provided through the granting of rights to:
    - Course registration
    - Material requests
    - Examination participation

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2. Media-Based Courses

- Media-based courses are treated as optional services requiring additional fees
- Non-participation in such courses does not constitute non-provision of educational services

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3. Scope of Tuition

- Tuition also covers enrollment status, portal access, and academic infrastructure
- The availability of these elements, even without active participation, is considered sufficient to address claims of unjust enrichment

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4. Refund Policy

- Refunds for admission-related fees are limited to requests made within a specified period after admission
- Requests made after that period are not accepted under the institution’s rules

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5. Key Takeaway

The institution maintains that educational services are effectively provided through the availability of registration, materials, and examination opportunities.
Accordingly, the tuition is considered to correspond to services made available, and no refund obligation arises under this interpretation.

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Judgment Summary (Key Points)

Conclusion (Holding)

- The plaintiff’s claim was dismissed (i.e., approximately ¥150,000 was not refunded).
- Litigation costs were borne by the plaintiff.

Case Overview

- The plaintiff enrolled in a distance education program at a private university in Japan and paid enrollment-related fees totaling approximately ¥150,000.
- The plaintiff later withdrew and sought a full refund based on unjust enrichment, arguing that no educational services had been received.
- The plaintiff also challenged the validity of the non-refund policy under consumer protection law.

Issues

1. Does withdrawal give rise to an obligation to refund tuition and fees?
2. Is the non-refund clause invalid under consumer protection law?

Court’s Findings

(1) Admission and Screening Fees (approximately ¥40,000)

- Considered compensation for admission status and administrative processing
  → No refund obligation

(2) Tuition and Related Fees (remaining amount)

- Withdrawal occurred after a significant period following enrollment
- Institutional rules included a non-refund clause applicable in this case
  → No refund obligation

Court’s Response to Plaintiff’s Arguments

The plaintiff argued that no services were provided, but the court rejected this:

- Online/media classes
  → Required separate procedures and payments
  → Inability to attend was considered a consequence of these requirements
- Learning materials not delivered
  → Required request procedures were not completed
- Lack of learning opportunity
  → Course registration and inquiries had been made
  → Not considered a complete absence of service

👉 Therefore, the court concluded that educational services were not entirely unprovided

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On Consumer Protection Law

- The court considered the non-refund clause as a form of liquidated damages
- However:
  → No evidence was presented that it exceeded average expected damages
  → Therefore, it was not deemed invalid

Final Conclusion

- The payment does not constitute unjust enrichment
- The refund claim was entirely denied

Note

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Examination of Tuition Refund Claim in a Distance Education Program

– Analysis of the Defendant’s Response and Internal Tensions –

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1. Case Overview

This case concerns a claim for the refund of tuition fees on the grounds that educational services were not substantively provided.
The Defendant (a private university) contends that payment was lawfully received under contract and disputes the claim.

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2. Summary of Defendant’s Written Response (Neutral)

(1) Conclusion

- Plaintiff’s claim dismissed
- Plaintiff bears litigation costs

(2) Key Arguments

1. Educational services were provided
    - Distance courses could be accessed through procedural completion
    - Media-based courses were offered separately for additional fees
2. Plaintiff did not utilize available services
    - Registration and material requests were the Plaintiff’s responsibility
    - Instructions were provided in advance
3. ID and Login Issue
    - ID and password issuance was asserted by the Defendant
    - Access was lost following withdrawal
4. Non-attendance of media courses
    - Attributed to non-payment and withdrawal timing
5. Tuition non-refundable
    - Fees not refundable after a specified period post-enrollment
    - Registration confirmed; therefore, non-refundable
6. Denial of Unjust Enrichment

- Payment based on enrollment contract
- Legal basis exists

7. Evaluation of Plaintiff
    - Alleged lack of procedural understanding
    - Voluntary relinquishment of opportunities
    - Alleged lack of good faith

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3. Summary of Plaintiff's Commentary (Counterpoints)

1. Media Course Attendance
    - No clear confirmation of access or permission
    - Practical ability to attend was uncertain
2. Portal Access Issue
    - The issue is not mere issuance of credentials
    - The ability to access and verify courses is central
    - Substantive usability was limited
3. Materials and Learning Opportunity
    - Application-based systems are understandable
    - However, actual ability to apply remains unclear
    - Opportunities may have existed only formally
4. Response to "Plaintiff's Inaction"
    - Structural or situational barriers may have existed
    - Characterizing the situation as simple neglect may be insufficient

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4. Comparative Analysis (Core Issues)

Issue	Defendant's Claim	Plaintiff's Counterpoint
Educational Provision	Provided under system	Substantively difficult to use
ID / Login	Issuance asserted	Practical access unclear
Media Courses	Non-attendance = plaintiff responsibility	Accessibility uncertain
Materials	Available upon request	Ability to request unclear
Non-attendance	Plaintiff's inaction	Structural/environmental constraints
Tuition Refund	Contractually non-refundable	Possible unjust enrichment

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5. Essential Issues

- Formal vs. substantive provision
    - Defendant: existence of system = provision
    - Plaintiff: usability determines provision
- Scope of responsibility
    - Defendant: procedural failure = plaintiff responsibility
    - Plaintiff: execution may have been constrained
- Contract vs. consumer protection
    - Defendant: contractual validity
    - Plaintiff: fairness depends on actual delivery of service

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6. Analytical Comments (for Public Release)

This case highlights a recurring issue in distance education:
“formal/systemic provision” vs. “practical usability.”

Key considerations include:

- The gap between formal access and actual usability
- The effectiveness of application-based systems
- The relationship between procedural timing and service provision
- Criteria for evaluating whether tuition represents fair consideration

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7. Document Structure (Archival Context)

- Defendant’s response (annotated)
- Plaintiff’s commentary (counterpoints)
- Timeline (event structure and verification)

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8. Summary

- The Defendant consistently asserts that the system itself constitutes service provision
- The Plaintiff argues that actual access was not meaningfully available
- The central issue is how to evaluate the substantive provision of services

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9. Next Steps (Analytical Development)

- Develop line-by-line commentary on key documents
- Map inconsistencies between timeline and claims
- Compare with relevant case law and comparative perspectives

Possible outputs:

- Public-oriented analytical article
- Structured rebuttal draft

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Summary of Oral Proceedings (Preparatory Hearing, Anonymized)

Preliminary Information

- Case number: omitted for anonymization
- Date: early 2026
- Court: a summary court in Japan
- Hearing type: preparatory oral proceedings
- Participants:
    - Plaintiff
    - Defendant’s legal representative
- Judgment date: designated for a later date in early 2026

Summary of Proceedings

Plaintiff’s Statements

- Reiterated the contents of the complaint
- Submitted a written commentary responding to the defendant’s arguments
- Acknowledged certain factual elements presented by the defendant

Key points raised:

- No request for learning materials was submitted
- No assignments were completed due to inability to access the system
- Lack of login credentials prevented any meaningful participation
- Financial constraints affected the ability to make payments
- Disputed receipt or characterization of certain communications from the defendant

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Defendant’s Position

- Relied on previously submitted written response
- Maintained that contractual and procedural conditions governed the dispute

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Evidence

- Multiple documentary exhibits submitted by both parties
- No additional evidence introduced at the hearing

Procedural Outcome

- No further arguments or evidence presented
- The court concluded the hearing

Note

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Petition for Reduction of Claim (Anonymized)

Date: early 2026
To: a summary court in Japan

Plaintiff: anonymized
Defendant: a private university in Japan
Case No.: omitted for anonymization
Case Title: claim for return of unjust enrichment

Petition for Reduction of Claim

The Plaintiff hereby reduces the amount of the claim in this case as follows:

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1. Relief Sought After Reduction

- The Defendant shall pay the Plaintiff approximately 100,000 yen.
- The Defendant shall bear all litigation costs.

The Plaintiff respectfully seeks a judgment to that effect.

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2. Details of the Reduction

In the original claim, the Plaintiff sought the return of approximately 150,000 yen.

However, in order to limit the claim specifically to the tuition portion (approximately 100,000 yen), the Plaintiff hereby reduces the amount of the claim accordingly.

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Statement Regarding Procedural Experience and Request for Reasonable Accommodation

Date: [Redacted]
To: a summary court in Japan
Plaintiff: Anonymous

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1. Background and Experience

During prior proceedings, the Plaintiff experienced:

- A perception that a large number of questions were directed toward the Plaintiff
- Requests to specify document locations followed by pauses for review
- Instances where attempts to continue explanations were interrupted or redirected

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2. Impact

As a result, the Plaintiff found it difficult to fully present their position.
There is concern that this may affect the fairness and clarity of the proceedings.

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3. Background (If Relevant)

The Plaintiff may require reasonable accommodations to ensure accurate and effective communication during proceedings.

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4. Requested Accommodations

The Plaintiff respectfully requests:

- Sufficient time to review and confirm statements
- Assurance that statements are heard without interruption and addressed in an orderly manner
- A fair environment in which all parties can express their views effectively

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5. Conclusion

The Plaintiff respectfully requests that these considerations be taken into account in future proceedings.

Educational Service Provision in Distance Learning:

A Case Study on Tuition Refunds and “Zero-Access Contracts”

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1. Introduction

With the rise of online and distance education, modes of educational service provision have changed significantly. However, contractual structures often differ from traditional in-person education, sometimes requiring multiple procedural steps or additional payments for access.

This paper examines a case in which a student sought a refund of tuition fees for a distance learning program, arguing that educational services were effectively inaccessible despite initial payment.
It introduces the concept of a **Zero-Access Contract**, where initial payment alone does not provide access to course content without further procedures or fees.
The analysis highlights the limits of the court’s reliance on “formal provision” and proposes evaluation based on substantive accessibility.

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2. Case Structure

- Student’s claim: Paid tuition but could not effectively access educational services; requested refund
- Contractual conditions for access:
    1. ID/password issuance required additional procedures or payments
    2. Without login, LMS access was impossible
    3. Materials required separate application
    4. Initial tuition alone did not allow course access

👉 Observation: Initial payment alone provided no real access

- Court decision: Formal mechanisms (registration etc.) existed → service deemed provided → claim rejected

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3. Court’s Evaluation Framework

3.1 Formal Provision

- Based on theoretical availability
- Prioritizes procedural existence over actual usability

3.2 Emphasis on Student Responsibility

- Non-completion of procedures attributed to the student
- Structural barriers not fully considered

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4. Zero-Access Contract

4.1 Definition

A contractual structure in which initial payment alone does not enable access to the service.

4.2 Application

- Initial payment → no access
- Additional steps/payments → first access possible

👉 Service provision had not substantively begun

4.3 Conceptual Impact

- Overreliance on formal mechanisms abstracts service provision excessively

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5. Substantive Accessibility

5.1 Three-Layer Model

1. Formal accessibility
2. Procedural accessibility
3. Substantive accessibility

👉 Only layer 1 was considered

5.2 Evaluation Criteria

Service should not be deemed provided where:

- Access depends on multiple procedures
- Procedures are not user-accessible
- Failure leads to complete inaccessibility
- Initial payment grants no usable access

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6. Critique of Pseudo-Subscription Structure

- Appears educational in form but operates functionally as staged access rights
- Risks reducing education to fragmented transactional access
- Conflicts with expectations of substantive learning provision

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7. Relation to Consumer Protection

- “Average damages” analysis becomes questionable
- Payment without access challenges justification of full retention
- Reveals limits in current legal reasoning

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8. Conclusion

- Introduces the concept of Zero-Access Contracts
- Demonstrates risks of overreliance on formal availability
- Shows need to evaluate actual usability

👉 Future legal assessments should explicitly consider whether users can genuinely access and engage with services

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Key Concepts

- **Formal Availability**: Theoretical access under rules
- **Substantive Accessibility**: Actual usability
- **Zero-Access Contract**: Payment without initial access